

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
www.purchasing.utah.gov

Request for ProposalSolicitation Number: **RM6047**Due Date: **02/22/06 at 5:00 P.M.**

Date Sent: February 2, 2006

State Cooperative Contract

Goods and services to be purchased: **STATE COOPERATIVE CONTRACT FOR AMERICAN SIGN LANGUAGE INTERPRETING SERVICES**

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)	Email Address	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
Brand/Trade Name		Price Guarantee Period (see attached specifications for any required minimums)	
Minimum Order		Company's Internet Web Address	
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes _____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Print or type name and title	Date
State of Utah Division of Purchasing Approval		Date	Contract Number
Douglas G. Richins, Director			

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: RM6047

Due Date: 02/22/06

Vendor Name:

STATE COOPERATIVE CONTRACT FOR AMERICAN SIGN LANGUAGE INTERPRETING SERVICES PER THE ATTACHED RFP.

NOTE: DUE TO THE LEGISLATIVE SESSION PARKING ON CAPITOL HILL IS EXTREMELY LIMITED AT THIS TIME. YOU MAY WANT TO PLAN TO MAIL YOUR RESPONSE.

COMMODITY CODE(S): 96175, AND 96488

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The register and contract awards are posted under "Vendor Info" at www.purchasing.utah.gov. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (f) Multiple contracts may be awarded if the State determines it would be in its best interest.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to bid Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to bid products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

13. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 5 Oct 2005 - RFP Instructions)

**Request for Proposal
State Cooperative Contract –
Specifications, Terms and Conditions
Solicitation # RM6047**

I. GENERAL INFORMATION

1. INTRODUCTION:

The State of Utah, Division of Purchasing, is requesting proposals for American Sign Language Interpreting Services. The state will accept, and is encouraging, offers from individuals as well as companies.

The purpose of this Request for Proposal (herein RFP) is to establish a state cooperative contract for the use of all State of Utah agencies and its political subdivisions (i.e. colleges, school districts, counties, cities, etc.). This solicitation may result in the award of multiple contracts.

State agencies with requirements that are not met by the contracts resulting from this RFP will meet their needs through the competitive solicitation process on an as-needed basis.

All specifications and instructions are in addition to the Standard Terms and Conditions (Attachment A) which will become a part of any contract resulting from this RFP. These can be accessed at: <http://purchasing.utah.gov/contractinfo/TermsStatewide.doc>

2. ISSUING OFFICE AND RFP NUMER:

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # RM6047. This number must be referred to on all bids, correspondence and documentation relating to this ITB.

3. PROCUREMENT MANAGER (ALSO CONTRACT MANAGER):

The Procurement Manager (and subsequent Contract Manager) designated by the State of Utah, Division of Purchasing & General Services is:

Roselle Miller
State of Utah, Division of Purchasing & General Services
Room 3150 State Office Building, Capitol Hill
P.O. Box 141061
Salt Lake City UT 84114-1061

rwmill@utah.gov

Voice: (801) 538-3232 Fax: (801) 538-3882

4. RELEVANT WEBSITE:

The website for the State of Utah, Division of Purchasing & General Services, which includes procurement related information for the State of Utah, and all current solicitations, with each complete solicitation and any addenda, in PDF format is:

<http://www.purchasing.utah.gov> This site will also host the contract information for the contract that results from this RFP.

5. SUBMITTING YOUR PROPOSAL

One (1) original and five (5) identical hard copies of your proposal must be received at the following location prior to the closing date and time specified:

State of Utah
Division of Purchasing & General Services
Room 3150, State Office Building, Capitol Hill
Salt Lake City UT 84114-1061

Late proposals will not be considered. Proposals will not be accepted via fax.

If you plan to hand deliver your proposal, please allow extra time to get into the building. Parking is extremely limited during the legislative session.

Proposals must be sealed and labeled on the outside of the package to clearly indicate the solicitation number, due date and time.

Offerors may submit a proposal any time prior to the above stated deadline. The formal proposal opening will be held in the Division of Purchasing conference room at 3:00 p.m. on the date specified in the RFP. All offerors are invited to attend, but attendance is not mandatory.

7. HISTORICAL USAGE DATA:

The total dollar amount purchased under this contract from July 2003 – June 2005 is \$153,806.00. This information is for bidding purposes only and is not to be construed as a guarantee that the State will make any purchases under the contract(s) to be awarded.

FY05 - \$86,250.00

FY04 - \$67,556.00

8. GOVERNING LAWS AND REGULATIONS:

This procurement is conducted by the State of Utah, Division of Purchasing & General Services, in accordance with the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available at the Internet website for the State of Utah's Division of Purchasing & General Services (see item 4 for address).

9. QUESTIONS:

All questions should be addressed to the Procurement Manager named above. Answers to questions of a substantive nature will be posted on the Division of Purchasing website.

10. DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION):

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

11. PROTECTED INFORMATION:

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;

* * * * *

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).

lists A Claim of Business Confidentiality may be appropriate for information such as client and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

II. AWARD OF CONTRACT AND CONTRACT TERMS

1. AWARD OF CONTRACT:

Contract(s) will be awarded to the highest scoring proposals based on the published evaluation criteria.

2. CONTRACT TERM:

The contract term is two (2) years. Contracts are renewable, at the State's option, on an annual basis, up to a maximum of three total renewal years (contract potential is five years, including all renewal options).

3. PRICE GUARANTEE:

All pricing must be guaranteed for the initial term of the contract. Following the guarantee period, any request for price adjustment must be for at least one (1) year and must be made at least 30 days prior to the effective date. Request for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing.

4. PRICE REDUCTIONS:

It is understood and agreed that in the event of a reduction in price, the State of Utah will be given the full benefit of such decrease.

5. CANCELLATION OF PROCUREMENT:

This RFP may be canceled at any time when the State of Utah Division of Purchasing determines such action to be in the best interest of the State.

6. RIGHT TO PUBLISH:

Throughout the duration of this procurement process and contract term, potential contractors, and subsequently contractors must secure from the contract manager prior approval to release any information that pertains to the potential work or activities covered by this procurement or contracts. Failure to adhere to this requirement may result in disqualification of the vendor's proposal or termination of the contract for cause.

7. MANDATORY USAGE REPORT REQUIREMENT (Attachment C):

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. Consequently, the contractor will be required to provide quarterly usage reports to the Division of Purchasing. All reports must be submitted, using our template, in electronic format via e-mail to both the contract manager and to salesreports@utah.gov.

After contract award, you will be provided by e-mail an Excel spreadsheet template that

includes instructions, sample date and all information that must be provided.

Quarterly Report Submission

Quarterly reports must coincide with the quarters in the State of Utah fiscal year as outlined below:

Quarter #1: July 1 through September 30, due annually by October 30.

Quarter #2: October 1 through December 31, due annually by January 30.

Quarter #3: January 1 through March 31, due annually by April 30.

Quarter #4: April 1 through June 30, due annually by July 30.

Offeror shall identify below the name of the individual responsible for preparation of the mandatory usage reports:

NAME:	
MAILING ADDRESS:	
TELEPHONE #:	
FAX NUMBER:	
EMAIL ADDRESS:	

III. SCOPE OF WORK

1. Provide certified sign language interpreting at or above the State of Utah Intermediate Level or the national recognized equivalent (e.g. RID, NAD, NIC, EIPA) as determined by the Division of Services for the Deaf and Hard of Hearing and the Interpreter Certification Board.
2. Understand and comply with all of the tenets of the State of Utah Interpreter Code of Ethics <http://www.aslterps.utah.gov/policies.php?pid=6970132> and/or the NAD-RID Code of Professional Conduct <http://www.rid.org/coe.html> .

IV. PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

1. Provide a statement asserting your ability as an individual and/or an agency in providing consistent professional interpreting services at or above the intermediate level or the national recognized equivalent (e.g. RID, NAD, NIC, EIPA) as determined by the Division of Services for the Deaf and Hard of Hearing and the Interpreter Certification Board. Include a minimum of three (3) references that can attest to this ability.
2. Provide a current roster of employees (certified interpreters). If selected, this roster must be maintained for accuracy and formally updated quarterly.
3. Provide a list of counties in the State of Utah that for the purposes of this contract will be considered the documented "service delivery area".

4. Provide a detailed description of the procedure for requesting interpreting services including all appropriate and available means of communication (videophone, TTY, email, etc.).
5. Provide a detailed description of business practices and policies addressing the following: minimum charges, compensation for travel, cancellations or reductions in service, "no-shows" (if an assignment or client doesn't materialize as scheduled), and interpreter "no-shows" (if an interpreter does not materialize at a scheduled assignment).
6. Preference will be given to proposals that can articulate the ability to provide specialized interpreting services in the following areas: educational, legal, mental health, and medical interpreting.
7. Preference will be given to proposals that can assert the ability to provide specialized services including but not limited to the following areas: same day service, 24 hour service, appropriate gender requests, requested continuity of translation service (an individual interpreter requested for an on-going assignment or type of assignment(s) (e.g. medical, educational, legal, mental health), and culturally appropriate services.
8. All interpreters providing educational services (K-12) under this contract will be required to provide documentation of a current criminal background check upon request. Utah Code: [53A-3-410](#).

V. PROPOSAL RESPONSE FORMAT

All proposals must be organized and tabbed with labels for the following headings:

1. RFP Form. The State's Request for Proposal form completed and signed.
2. Executive Summary. The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Protected information requests should be identified in this section.
3. Detailed Response. This section should constitute the major portion of the proposal and must contain at least the following information:
 - A. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the overall performance expectations. Clearly indicate any options or proposed.
 - B. A specific point-by-point response, in the order listed, to each requirement in the RFP.

desired
alternatives

4. Cost Proposal. Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form.

VI. PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
30 %	Cost
30 %	Demonstrated ability to meet the scope of work
15 %	Past experience
10%	Business practices
10 %	Special services, i.e. same day service, 24 hour service, appropriate gender requests, etc.
5 %	Procedure for requesting services

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**AMERICAN SIGN LANGUAGE INTERPRETING SERVICES
SOLICITATION #RM6047**

COST PROPOSAL FORM

Submitted by:_____

Cost is to be submitted based on the following:

(Any deviation from this format may result in disqualification of proposal)

Price per Hour:

Day (8:00 a.m. - 5:00 p.m.) \$_____

Evening \$_____

Weekend \$_____

Cancellation Fee – if applicable \$_____

Travel expense will be reimbursed at state rate only.

**AMERICAN SIGN LANGUAGE INTERPRETING SERVICES
SOLICITATION #RM6047
RFP EVALUATION SCORESHEET**

Firm Name: _____

Evaluator: _____

Date: _____

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

	Score (0-5)	Weight	Points
1. Demonstrated ability to meet scope of work (30 points possible)	----	----	----
Demonstrated competency as required in scope of work		X 6	
2. Past Experience (15 points possible)	----	----	----
References demonstrate ability to provide requested services		X 3	
3. Business practices (15 points possible)	----	----	----
All issues are adequately addressed and meet state's needs		X 3	
4. Special services (10 points possible)	---	---	---
Services offered will be valuable to the state		X2	
5. Procedure for requesting services (5 points possible)	---	---	---
Procedures meet the state's needs		X1	
5. Cost (30 points possible)			* Inserted by Purchasing
TOTAL EVALUATION POINTS		Total	

* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).